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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 2075 OF 2016
IN
SUIT NO. 124 OF 1975**

Steel Products of India	...Plaintiff
<i>Versus</i>	
Dhan Sorabji Kharas & Ors	...Defendants
<i>And</i>	
Niranjan Kanchanlal Nanavati	...Applicant

**WITH
CHAMBER SUMMONS NO. 1017 OF 2018
IN**

NOTICE OF MOTION NO. 2075 OF 2016

**IN
SUIT NO. 124 OF 1975**

**WITH
NOTICE OF MOTION NO. 2494 OF 2016**

**IN
SUIT NO. 121 OF 1975**

**WITH
NOTICE OF MOTION NO. 2495 OF 2016**

**IN
SUIT NO. 122 OF 1975**

WITH
NOTICE OF MOTION NO. 2501 OF 2016
IN
SUIT NO. 123 OF 1975
WITH
NOTICE OF MOTION NO. 2503 OF 2016
IN
SUIT NO. 125 OF 1975

Mr Rahul Singh, i/b Legal Catalyst, for the Applicant in all NMSs.
Mr Areez Gazdar, with Rahul Dwarkadas, i/b Veritas Legal, for
Defendant No. 2 in All NMSs.

CORAM: G.S. PATEL, J
DATED: 26th March 2019

PC:-

NOTICE OF MOTION NO. 2075 OF 2016:

1. The Motion is completely misconceived. The suit was filed in 1975. It was one of five such. In this suit, the Plaintiff firm sought a declaration that a certain agreement and a modification to it as also a subsequent undertaking were all valid and subsisting, and then sought a decree for specific performance. The 2nd Defendant to the suit was a partnership firm. It seems that this firm was dissolved on 9th January 1991. The Motion discloses that on 17th August 1998, VR Datar J had before him a set of draft amendments. He noted that

the 2nd Defendant was served. He held that those served but who had not appeared were not interested. He allowed the amendment and posted the matter to 21st August 1998.

2. The next order, again of Datar J, is of 3rd September 1998. He noted some of the facts and the issues framed. It appears that while the order was being dictated the parties tendered Consent Terms signed by the Plaintiffs and the 3rd Defendant, the Thane Industrial Development Corporation. The order itself noted that Defendants Nos.1 A and 2 were not present, and that, according to the Plaintiffs and the 3rd Defendant, these other Defendants had only a right of access. Datar J decreed the suit in accordance with the Consent Terms. All the suits (there were in all five such suits) were disposed of by these Consent Terms. The Consent Terms do not show the signature of the present Applicant or, indeed, anyone on behalf of the 2nd Defendant. But that is no ground to invalidate the Consent Terms as the Applicant seeks to do today, nearly two decades later.

3. The specific grievance is that on the basis of the Consent Terms, the Plaintiffs have applied to the land revenue authorities to mutate or change certain land records in their name. According to the Applicant, a person who claims to have succeeded to the interest of the original 2nd Defendant after its dissolution in 1991, it is he who has title to the very properties that were the subject matter of the specific performance suit and of the Consent Terms. If that be so, the 2nd Defendant's or the Applicant's remedies lie elsewhere; specifically, within the frame of a substantial civil suit on title, in which the Applicant must establish that it is indeed he who has legally valid title to the property or properties in question. Setting

aside the Consent Terms will not achieve that purpose. It will not result in that adjudication. There is not the slightest possibility of the Applicant obtaining a decree of a declaration of title against the Plaintiffs, or of the Applicant obtaining any sort of injunction against the Plaintiffs from dealing with this property in the Plaintiffs' suit for specific performance.

4. The Notice of Motion is dismissed with these observations.

CHAMBER SUMMONS NO. 1017 OF 2018:

5. The Chamber Summons is infructuous in view of the order passed in Notice of Motion No. 2075 of 2016.

6. The Chamber Summons is disposed of accordingly.

NOTICES OF MOTION NOS. 2494, 2495, 2501 AND 2503 OF 2016 :

7. These Motions are for similar reliefs in the four companion suits. For the reasons mentioned, all four Motions are dismissed with same observations. Any Chamber Summons in those suits also stand disposed of accordingly.

(G. S. PATEL, J)